(1) That he shall and will hold the said lease granted unto him during the said term and pay therefor regularly a rent or sum of Rs. by monthly instalments of Rs. into the Municipal Treasury at Bangalore City on or before the 10th of each consecutive month commencing from July 1916 and, in default of such regular payment, interest at 12 per cent per annum on overdue instalments.

(2) That he shall and will at his own cost, during the said term, demand, levy and recover payment in the manner provided by the sections aforesaid, of and from all persons liable to pay the same, the tolls on all vehicles and animals entering the city at the toll-gates sanctioned in the aforesaid notification and at rates specified in the schedule annexed as shall not have been otherwise licensed or registered or exempted.

(3) That he shall and will keep proper and correct accounts in respect of all transactions relating to the lease, and allow inspection of the same by the lessors at any time, and furnish any monthly statements required and ultimately deliver them up to the lessors on the determination of the contract.

(4) That he shall and will keep the toll-gates, toll-houses, sheds, etc., in good and substantial repair at his own expense and not use them otherwise than as such, and allow their inspection by the lessors at all reasonable times and shall at the end of the contract period deliver up possession of all the toll-houses, etc., to the lessors.

(5) That without the consent of the lessors he shall not assign or sublet the contract or any part thereof or allow any person to interfere in the management or performance of the contract; and that he shall declare the names of all the agents and servants proposed to be employed in the business of his contract and obtain sanction of the President therefor before appointing them for such purpose.

(6) And the lessee may, on his performing and observing the several covenants and agreements on his part hereinbefore contained quietly hold and enjoy the said contract without interruption by the lessors but whenever the lessee shall fail, neglect or refuse to observe, perform, fulfil and keep all or any one or part of any one of the stipulations herein contained or for any other sufficient reason to be recorded, it shall be lawful for the lessors to put an end to the contract and take such legal or other steps as may be found necessary against the lessee, for the recovery of any rent, or damages, or expenses, and to appropriate the amount of security in respect of rent hereinbefore reserved or other moneys and fines by way of damages payable by the lessee.

In witness whereof the common seal of the Municipal Council for the City of Bangalore has been hereunto affixed and the said has hereunto set his hand this day of 1916.

President,
on behalf of the
Municipal Council, Bangalore.

Lessee

Notice dated 1st May 1916.

Notice is hereby given that sealed tenders for the privilege of collecting tolls for one year, from 1st July 1916 to 30th June 1917, on vehicles and animals entering the City at the Tumkur road toll-gate near Munireddipalya, will be received in the office of the Municipal Council up to 3 P.M. on 31st May 1916.

2. The person tendering is required to pay an earnest deposit of Rs. 50 with his tender.

[For other terms and the form in which the mutchalika should be executed, see Municipal Notification dated 1st May 1916, *re* other toll-gates appearing on page 342, Part IV of the *Mysore Gazette* of 11th May 1916.]

Notice dated 1st May 1916.

Separate sealed tenders will be received till 3 P.M. on 31st May 1916 at the City Municipal Office for taking on lease the Sewage Farms in Chamrajpet and Malleswaram Extensions of the Bangalore City, covering a gross total area of 30 and 4 acres respectively. The tenders should be superscribed "Tender *re* Sewage Farm," Chamarajpet or Malleswaram and accompanied by a deposit of Rs. 200 for Chamarajpet and Rs. 50 for Malleswaram.

2. The lease shall cover a period of five years commencing from 1st July 1916 and ending on the 30th June 1921.

3. The President reserves to himself the power of refusing or accepting the highest or any tender that may be offered.

4. The approved tenderer shall be bound by the conditions of a mutchalika in the form appended and shall be required to execute the same within ten days of acceptance of

tender intimated or notified in the notice board of the Municipal Office and to make a further deposit, making the total deposit equal to two years' rent.

5. When such deposits shall not be made, or when the tenderer fails to execute the contract bond within the time fixed, or when he fails to make regular payments, the lease shall be resold at the expense and risk of the tenderer, who shall, however, be not permitted to claim any profit arising from such resale, and the deposits made by him forfeited.

6. The amount of tender that will be accepted will be payable in yearly instalments, each instalment being paid before the 15th of July of each year commencing with 1916, the deposit made by the tenderer being held over as a guarantee for the due fulfilment of the contract and returnable after a month from the expiry of the lease.

7. The plot comprising all the ground to the north of the Distillery water channel shall be put under regular cultivation. Out of this plot not more than half the area shall be planted with *Hariali*, the other half to be used for growing vegetables in rotation.

8. The lessee shall not use the water, from the Kempambudhi tank or from the channel that outskirts the plot on the southern side, as the Government Distillery has the sole right to use the water.

9. The lessee may sink temporary wells, with the previous sanction of the Municipal Council.

10. The lessee shall have the sole right to the sewage water from the out-flow channel of the Septic tanks and he shall be given the silt and scourings from the tanks, but on no account can he be allowed to use the in-flowing crude sewage or interfere with the control and working of the septic tanks.

11. The lessee shall be allowed the use of two rooms of the service quarters in the Chamarajpet Farm, the other two being reserved for the use of the Supervising staff of the Municipality.

12. The lessee shall look after and carefully water and maintain any fruit trees that may be planted by the side of foot-paths, which shall not be more than 8 feet wide on the eastern and western boundaries of the Farm.

13. No trees shall be cut by the lessee, unless he obtains previous permission of the Municipal Council, to whom the proceeds of the sale of such trees go.

14. The lessee shall not transfer his lease.

15. In the event of breach of the above conditions, the Municipality may at once on such event enter upon and take possession of the plot with all structures or erections thereon.

16. The lessee shall, if the Municipality so directs, remove all buildings and any materials within eight days of the termination of the lease-period, provided that he has duly paid all rents, charges and taxes due to the Municipality.

K. P. PUTTANNA CHETTY,
Hony. President, Municipal Council, Bangalore City.

CONTRACT BOND FORM.

This indenture made at the City of Bangalore this day of June 1916, between the Bangalore City Municipality of the one part and (hereinafter called the lessee which term shall include his heirs, successors, executors and assignees) on the other part.

Whereas, the said Bangalore City Municipality having agreed to lease for the purposes of cultivation to the said lessee for a term of five years commencing from 1st July 1916, all that plot of ground of 30 acres (4 acres) and particularly known as the Bangalore Chamarajpet Sewage Farm (Malleswaram Sewage Farm), the said lessee has deposited with the Municipality a sum of Rs. 200 (Rs. 50) and does hereby agree and covenant:—

1. To hold the said plot subject to the conditions specified herein for a term of five years commencing from 1st July 1916, the yearly rent being payable in advance on or before the 15th July 1916 and each succeeding year with interest at one per cent per mensem on overdue instalments. Should any payment accrued due be not paid, payment of such may be enforced under Section 166 of the Mysore Municipal Regulation No. VII of 1906.

2. To pay and discharge all taxes, rates and assessments which become payable in respect of the said premises or erections thereon.

3. To build no structure of permanent nature except such erections and wells as may absolutely be necessary for the lessee to carry on the cultivation of the said land.

4. To be responsible for the maintenance of the boundary marks and in default to be dealt with according to law.